

**FIRST AMENDMENT TO TELECOMMUNICATIONS LICENSE AGREEMENT (the "Amendment")**

THIS AMENDMENT is made as of the date of last execution hereof;

BETWEEN:

**CDM DE MONTRÉAL INC.**  
(hereinafter called the "Licensor")

OF THE FIRST PART

- and -

**TELUS COMMUNICATIONS COMPANY**  
(hereinafter called the "Licensee")

OF THE SECOND PART

WITNESSES:

WHEREAS under the terms of a Telecommunications license agreement made by and between the Licensor and the Licensee dated April 9, 2009 (the "**Telecommunications License Agreement**"), the Licensor granted to the Licensee a non-exclusive license access to the Deemed Area of a total rentable area of 57 square feet and the Equipment Rooms and Communications Spaces (as defined in the Telecommunications License Agreement) located in the buildings of Cité Multimédia bearing civic addresses 50 Queen Street, 111 Duke Street, 700 Wellington Street and 75 Queen Street, in the City of Montreal (the "**Buildings**") solely for the purpose of providing telecommunication services to the tenants or occupants situated in the Buildings, for a term of six (6) years beginning on January 1<sup>st</sup>, 2009 and ending on December 31<sup>st</sup>, 2014 (the "**Term**");

AND WHEREAS the Licensee has exercised its Option to Renew contained in the Telecommunications License Agreement and therefore, the Licensor and the Licensee will extend the Term of the Telecommunications License Agreement for a five (5) years period commencing on January 1<sup>st</sup>, 2015 and ending on December 31<sup>st</sup>, 2019, on the terms and conditions set forth in this Amendment.

**NOW THEREFORE THIS AGREEMENT WITNESSES** for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto) the parties made the agreements and acknowledgements hereinafter set forth:

1. **Preamble**

The preamble shall form an integral part of this Agreement.

2. **Extension of Term**

The Term of the Telecommunications License Agreement is hereby extended for a period of five (5) years commencing on the 1<sup>st</sup> day of January, 2015 (the "**Extended Term Commencement Date**") and ending on the 31<sup>st</sup> day of December, 2019 (the "**Extended Term**") on the same terms and conditions as contained in the Telecommunications License Agreement, save and except as more fully set forth herein.


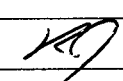
3. **License Fee**

Throughout the Extended Term, the License Fee for the Deemed Area shall be payable as follows:

**Deemed Area of 57 sq.ft.**

| Period  | Per Square Foot Amount annually | Yearly Amount |
|---|---------------------------------|---------------|
| January 1 <sup>st</sup> , 2015 – December 31 <sup>st</sup> , 2020 | \$40.00                         | \$2,280.00    |

The License Fee shall be paid as per the terms of the Telecommunications License Agreement.

| LICENSOR  | LICENSEE  |
|---|---|
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4. **Fee**

Throughout the Extended Term, the Licensee shall pay any other amount payable by the Licensee under the Telecommunications License Agreement (the "Fee")

5. **Electric Utilities**

Throughout the Extended Term, the Licensee shall be responsible for its electricity consumption within the Deemed Area as stated at article 6 of the Telecommunications License Agreement.

6. **Option to Renew**

Provided that the Licensee (i) has not been during the Extended Term and is not at the time of giving notice, in material default of any of its obligations under this Amendment and the Telecommunication License Agreement (which default remains uncured after the expiry of the cure delay); and (ii) gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Extended Term of the Licensee's intention to renew, the Licensee shall be entitled to renew the Extended Term for an additional period of five (5) years. The Term, as renewed pursuant to this option, will be governed by the same terms and conditions set out herein except for: (i) any further right to renew; and (ii) the License Fee, which shall be at the then current market fees for comparable agreements in buildings of similar size of the buildings in the Project, located in the vicinity of the buildings in the Project at the relevant time of renewal.

Should the parties fail to agree upon the License Fee two (3) months prior to the end of the Extended Term, then this Option to Renew shall lapse ipso facto and become null and void.

7. **Amendment**

The Licensor's address stipulated in the Information Page of the Telecommunications License Agreement is hereby deleted and replaced with the following;

Notices to the Licensor:

CDM DE MONTRÉAL INC.  
80 Queen Street  
Suite 403  
Montréal (Québec)  
H3C 2N5  
Attention: Jean-François Burdet, Regional Director

8. **Continuing Effect**

Except as specifically amended by this Amendment, all terms, covenants, conditions and agreements as reserved and contained in the Telecommunications Licence Agreement are hereby ratified and confirmed and shall apply *mutatis mutandis*.

The present Amendment does not constitute novation.

9. **General Provisions**



i) The Amendment's signatories declare that they are duly authorised to represent the respective parties to the Amendment.

ii) The Amendment is governed by the laws of the Province of Quebec.

iii) All amounts stipulated herein are net of GST and QST, each party hereby undertaking to pay those taxes in addition to the amounts stipulated herein.

iv) This Amendment shall enure to the benefit of and be binding upon the Licensor, its successors and assigns and the Licensee, its successors and permitted assigns.

v) The parties specifically declare that they have requested the Amendment be drawn up in the English language. "Les parties déclarent qu'elles ont demandé que l'Amendement soit rédigé en anglais".

| LICENSOR  | LICENSEE  |
|---|---|
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In witness whereof the Licensee hereby recognizes that, notwithstanding that the Amendment was prepared by the Licensor, the Licensee was able to freely negotiate its content, that it understands all of its provisions and that it has received complete and adequate explanations as to the content of same. The Licensee has signed in Montreal, this 7<sup>th</sup> day of November, 2014.

Toronto AD

**TELUS COMMUNICATIONS COMPANY**  
(Licensee)

By: Richard Johnson  
Name: Richard Johnson  
Title: Manager, Billing Access  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

In witness whereof the Licensor has signed in TORONTO, this 18<sup>th</sup> day of November, 2014.

**CDM DE MONTRÉAL INC.**  
(Licensor)

By: [Signature]  
Name: Michael Reid Emory  
Title: President

| LICENSOR           | LICENSEE           |
|--------------------|--------------------|
| <u>[Signature]</u> | <u>[Signature]</u> |